tence of this opinion through centuries, and also that the modern theory of mental suggestion offers an explanation of this influence and shows the parallelism between powerful psychical impressions and physical modifications. GRACE PECKHAM.

Contracts with the Insane, Wills of the Insane, and Testamentary Capacity. DR. CHARLES K. MILLS. (*Medical and Surgical Reporter*, Philadelphia, July, 1886.)

Dr. Mills, in a series of lectures on insanity, delivered at the University of Pennsylvania, thus refers to business, marriage, and other contracts with the insane.

"The validity of civil contracts made by the insane, like so many other questions pertaining to insanity, must be decided largely by the circumstances surrounding the particular case. While we have decisions and laws relating to matters of this kind, yet these are not so absolute, and are not rendered so closely after previous cases, but that doubts may arise in a particular case. The mere fact of the existence of insanity will not always invalidate a contract. The particular circumstances surrounding such a case must always be taken into consideration. If a merchant, although insane, made a contract, and if the party with whom the contract was made would be the loser if it was not fulfilled, the law in all probability would hold the firm to which the insane man belonged liable. In one of the cases I have alluded to, the firm did not attempt to get out of their contracts, although they involved considerable loss. Some American cases hold that there can be no recovery against lunatics in cases of this kind. In certain English cases, which will be found in the ordinary text-books, the opposite has been held. When it can be shown that an individual took advantage of an insane person to make a contract in his own favor, the courts would decide against the contract.

"A person who had been declared to be insane by an inquisition or commission could not, I suppose, be held responsible in a court for any contract; but in other cases it would be largely a question of argument before a jury, and of special decision by the judge.

"Let us now briefly consider the question of marriage contracts, in the case of the insane. The law recognizes insanity as an impediment to marriage. The insane person is in a condition similar to that of an infant under the law, that is, one who has not reached the age of 21 years. A marriage contract with a lunatic whose insanity has been legally or generally recognized would not be held to be valid, yet various cases arise in which marriage contracts with the insane are considered valid.

The "Rhinelander case" was of some interest in connection with the question of marriage contracts, as well as in other respects. Mr. Rhinelander is a member of one of the wealthiest families of New York, and is alleged to be insane. From the accounts which I have read in the newspapers, and in one or two

medical journals devoted to psychiatry, there would seem to be little doubt that he is in a delusional state. He is a shrewd and, superficially, an able man. I say 'superficially,' because the appearance of ability in these cases is usually only on the surface. He shot a New York lawyer who was the solicitor of his father's family, and was the instrument through which money was paid to him, on the supposition or delusion that the lawyer was having improper relations with his wife. He was declared sane. The case was four days before the Surrogate, and after testimony was given by experts on both sides, and evidence as to the man's past history was offered, a majority of the commission decided in favor of his sanity and a minority against it. The Surrogate decided in favor of his sanity, and under the law he is recognized as sane. In his case certain questions in regard to marriage arose. He had married a woman supposed to be in an inferior position in life, a domestic, I believe. Efforts were made to have them separated and to invalidate the marriage contract, under the idea that it was a marriage with a lunatic. These efforts not only failed, but the proceedings to find him a lunatic also failed. While a marriage with a lunatic is unlawful, the question of insanity is not always decided in accordance with the facts by judge and jury."

Dr. Mills then goes on to speak of the importance of physicians making careful examination of the mental as well as of the physical condition of patients under their charge who are likely to die soon, and wisely urges that physicians who are present at the time of making or witnessing wills should fully assure themselves as to the mental status of the testator, especially if the individual is possessed of considerable property.

"Not every man who is a lunatic (even under the law) is deprived of the right to make a will. A lunatic who has been certified to be insane, who has been declared by special legal process to be insane, and who has been an inmate of a lunatic asylum, has made a will disposing of his property, and this will has been upheld by the court. That will show you at once that the mere fact of alleged lunacy or the existence of real lunacy will not in every instance enable a contest against a will to be successfully sustained.

"Relatives are often unjustly deprived of their rights as a result of the peculiar mental condition of the individual at the time of making a will; and, on the other hand, those competent to dispose of their property are unjustly alleged to have been insane.

"The law is about this, that a person is regarded by the law as of a 'sane and disposing mind if he knows the nature of the act he is performing and is fully aware of its consequences.' These words are quoted from the law as found in text-books. This constitutes the phraseological rock upon which these questions are argued, but even this is capable of much discussion. A man may be aware of the nature of the act he is performing, and be aware of its consequences, yet he may be insane and do a very unjust act; but it is difficult to get a general principle to cover these important cases. It is like the old question of the plea of insanity

in criminal cases, many arguing that we should make the knowledge of right and wrong on the part of the alleged lunatic the point about which the question of his responsibility should hinge. One thing must be borne in mind, that bodily disease, no matter what it may be, will not, under the law, incapacitate a man from making a will, unless it can be proved that the bodily disease has so affected his mind as to render him incapable of judging, or, in other words, has made him not of a disposing mind. Various special phases of this question are of great interest. The question of delusions in insanity with reference to wills is one of these. It has been affirmed by courts that the mere fact of the existence of a delusion, or the fact that the person was a delusional monomaniac, would not invalidate a will. It practically comes to this: that in order to gain a case in a contest of this kind, it must be proved not only that the person was a delusional monomaniac, but that the delusion was of such a character as to interfere with his just judgment in making a will. In other words, a man may have hallucinations of hearing, or sight, or persecutory delusions of a marked character, and yet he may be able to conduct his business in a proper manner. Evidence could be brought in such a case to show that the man had been a delusional lunatic with hallucinations of hearing and sight for, perhaps, twenty years; and testimony equally strong might be given to show that during those twenty years he had not made a bad business contract. In such a case the will would probably hold.

"Mere eccentricities and peculiarities of wills do not invalidate them. Thus recently a maiden lady, fond of cats, left a large portion of her fortune for the establishment of an institution for the care and comfort of cats, and I do not know that the validity of this will has been questioned. A well-known gentleman holding certain peculiar views with reference to spiritualistic phenomena left a sum of money to this university for the investigation of this subject. It might be held that owing to these peculiar views the man was not in a mental condition to make a will, but the courts would probably not sustain such a contest. Another case is that of a man who believed in the old doctrine of the transmigration of souls. He left a will which held, certain parts of which were supposed to be connected with this peculiar idea. Simple eccentricities or peculiar religious or other views are not sufficient to invalidate the testamentary capacity. Still, in not a few of such cases injustice has been done to somebody. An institution may get the money which should go to a deserving family.

"One way in which the will of a lunatic is sometimes considered valid is on the old doctrine of lucid intervals. I was once asked in a lunacy trial by a dignified juryman, 'Doctor, what is the difference between lunacy and insanity?' Practically, we do not recognize any distinction between the terms lunacy and insanity nowadays, but there is an old distinction. A lunatic in the old legal sense of the term was one who was insane, but had lucid intervals supposed to depend upon the changes of the moon. This

question of lucid intervals is one which is often brought up in will cases, it being claimed that although the individual was insane, yet he had a lucid interval. A man in this city had an attack of apoplexy in the morning. He was seen every three or four hours by different medical men during the twenty-four hours before he died. It was claimed that during this time he had made a will. As far as the medical witnesses had seen, he had been comatose much of this time. It was said that he roused up and made a will, but the will was not signed. It was said that he did not sign the will because of the paralyzed condition of the hand. This, however, is an extreme case. In many cases, as in circular insanity, where you have melancholia, then a lucid or sub-lucid interval, and then mania, etc., a will made between the attacks would probably hold in law. This old question of lucid intervals is an interesting one for discussion, and it is one on which contests are often based or resisted.

"Senile dementia is another condition on which a contest of a will is often based. Some most interesting cases are of this kind. One recent case is that of a man in West Virginia, in which a number of those connected with the University have given testimony. This man conveyed his property to certain of his relatives before his death, and thus deprived some of his children of their inheritance. It is shown by a hypothetical question, which has been answered by physicians, that he was not in a state of mind to decide justly, because of senile dementia. Senile dementia is something more than the normal deterioriation of the aged. It is a peculiar disease with special symptoms." CARLOS F. MACDONALD.

Asylum Care of the Insane. DR. B. D. EASTMAN, Superintendent of the State Insane Asylum at Topeka, Kansas, in his biennial report for the period ending June 30th, 1886, under the head of "General Management," says:

"It is a self-evident proposition that our eleemosynary institutions are the property of the people, are supported by the people, and are for the benefit of the people.

"It is our bounden duty to administer the trusts imposed upon us faithfully, honestly, and fearlessly, and no one feels more keenly its magnitude than he who has the responsibility. There must necessarily be one captain to a ship, one general to an army, and one head to an institution of this kind. The work is peculiar, and calls for knowledge and experience in widely differing directions. In the direct medical care of patients, there is need of medical skill and experience, while their control and management calls for quick insight as to character and psychological conditions. In the selection, training, directing, and disciplining of employés, there is need alike for intuitive feeling and judicial decision. In the planning and erecting of buildings, there is call